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INSTRUCTIONS

This form shall be made out in triplicate for each Cotton Adjustment Contract for 1936-39 (Form No. CAC 1) and must bear the same serial number assigned to the contract offer to which it applies. The original to be sent to the State Cotton Board, one copy retained in the county office, and one copy delivered to the operator. Names and addresses should be typed or printed. Signatures should be in ink or indelible pencil. Names of individuals as entered should correspond with their signatures.

STATE _____ COUNTY OR PARISH _____

APPLICATION FOR COTTON ADJUSTMENT CONTRACT FOR 1936-39

I. OPERATOR'S UNDERTAKING AND STATEMENT OF SUPPORTING EVIDENCE FOR THE COTTON ADJUSTMENT CONTRACT FOR 1936-39

The operator whose name and address appear below represents that as the _____¹ he will in 1936 be engaged in operating and producing cotton on a farm consisting of _____ acres (a) situated _____ (Miles and direction) from _____ on _____ Road in _____² of _____ County or Parish, State of _____

OR

(b) described as the _____ of section _____, township _____, range _____, situated _____ (Miles and direction) from _____ (Town) in _____ County, State of _____, and said operator (and the landlord of said farm in case said operator is a share tenant operating entire farm) in connection with and in order to induce the Secretary of Agriculture of the United States (hereinafter referred to as the "Secretary") to accept this offer to enter into a Cotton Adjustment Contract for 1936-39, makes the statements and representations set forth herein respecting said farm as the basis for determining the correct basic figures to be included in such a contract covering said farm in conformity with the applicable Administrative Rulings (hereinafter referred to as "Cotton Rulings") and to constitute the basis for performance of such contract, and making payments thereunder.

OPERATOR'S NAME, ADDRESS, INTENDED BENEFICIARY, AND SIGNATURE

_____ (Name of landowner)	_____ (Full post-office address)	_____ (State)
_____ (Name of beneficiary) ³	_____ (Rural route, box no. and post office)	_____ (State)
_____ (Name of operator)	_____ (Rural route, box no. and post office)	_____ (State)
_____ (Signature of witness)	_____, 1936. (Date)	_____ (Signature of operator) [SEAL]

LANDLORD'S NAME, ADDRESS, INTENDED BENEFICIARY, AND SIGNATURE

(To be filled in *only* if farm is operated in entirety by a share tenant)

_____ (Name of beneficiary) ³	_____ (Rural route, box no., and post office)	_____ (State)
_____ (Name of landlord)	_____ (Rural route, box no., and post office)	_____ (State)
_____ (Signature of witness)	_____, 1936. (Date)	_____ (Signature of landlord) [SEAL]

II. CERTIFICATION OF COMMUNITY COMMITTEEMAN

I HEREBY CERTIFY that I am personally familiar with the farm covered by this document, that the operator who has signed above is or will be operating this farm for 1936, and that the average yield per acre as entered in line 11, column E, table 1, and the data in items A, B, and C, table 2, are correct to the best of my knowledge and belief and in conformity with the Cotton Rulings.

_____, 1936.
(Date) _____
(Signature of community committeeman)

III. CERTIFICATION OF COUNTY COMMITTEEMAN

I HEREBY CERTIFY on behalf of the County Committee that said committee has considered the above undertaking and statement of supporting evidence and that the average production, average acreage, and average yield per acre, entered in line 12, columns C, D, and E, respectively, in table 1, and the figures entered in table 2 are correct and in conformity with the Cotton Rulings insofar as it is possible for said committee to ascertain from the evidence presented to and considered by said committee, which said committee believes is all the evidence now obtainable, and that on the basis of said evidence said committee as presently advised will recommend to the Secretary the acceptance of a contract submitted by the above-signed operator on the foregoing basis.

_____, 1936.
(Date) _____
(Signature of county committeeman)

¹ Insert owner, or cash tenant, or standing-rent tenant, or fixed-rent tenant, or share tenant operating entire farm, whichever is applicable.

² Insert township, beat, ward, or district, or whichever other designation represents the fact, followed or preceded by the identifying name or number of such subdivision.

³ Enter in this line the name and address of person whom the party signing intends to designate as beneficiary pursuant to section 10 of the contract, Form No. CAC 1.

TABLE 1.—COTTON ACREAGE AND PRODUCTION

In order to make the total acreage and/or production of the above-mentioned county or parish conform to the figures found by the Secretary to reflect the facts respecting such county or parish, the County Committee where necessary will adjust the operator's acreage and/or production figures. *All such adjustments must be made entirely on an individual basis and not by a "pro rata" revision or "horizontal cut" applied uniformly to all or numerous contract offers.*

(Enter zero (0) in each space provided for each year in which no cotton was planted)

	BALES PRO- DUCED ¹	AVER- AGE WEIGHT OF LINT PER BALE ²	TOTAL LINT PRODUCED ³	COTTON ACREAGE		YIELD OF LINT PER ACRE ⁴
				(D)		
				Planted	For use in county office only	
	(A)	(B)	(C)	(1)	(2)	(E)
	Number	Pounds	Pounds			Pounds
1. 1935						
2. 1934						
3. 1933						
4. 1932						
5. 1931						
6. 1930						
7. 1929						
8. 1928						
9. TOTAL	X X X X	X X X	X X X X X X X X	X X X X		X X X
10. Average	X X X X	X X X	X X X X X X X X	X X X X		X X X
11. Adjusted average (for use of Communi- ty Com- mittee)	X X X X	X X X		X X X X		
12. Adjusted average (for use of County Committee)	X X X X	X X X		X X X X		

¹ Count round bales as half bales.

² Subtract 22 pounds for bagging and ties from average gross weight of square bales. Subtract 3 pounds from average gross weight of round bales.

³ Number of bales (column A) multiplied by average weight of lint per bale (column B) for lines 1 to 8, inclusive. For lines 11 and 12 yield of lint per acre (column E) multiplied by average acreage (column D (2)).

⁴ Lint produced (column C) divided by acres planted (column D (1)).

TABLE 2.—TOTAL LAND IN FARM, CULTIVATED LAND AND LAND USED TO PRODUCE CROPS FOR SALE

(A)	1934	1935	1935 PLANTED OR BASE ACREAGE ¹	NORMAL ²
(B)	(C)	(D)	(E)	
Acres	Acres	Acres	Acres	
A. Land in this farm.....	X X X X		X X X X	X X X X
B. Land in cultivation.....			X X X X	
C. Crops for sale:	X X X X	X X X X	X X X X	X X X X
1. Peanuts.....				
2. Tobacco.....				
3. Rice.....				
4. Cotton.....	X X X X	X X X X		
5. Corn.....	X X X X	X X X X		
6. Wheat.....	X X X X	X X X X		
7. Oats.....	X X X X	X X X X		
8. Rye.....	X X X X	X X X X		
9. Potatoes, Irish.....	X X X X	X X X X		
10. Potatoes, sweet.....	X X X X	X X X X		
11. Hay.....	X X X X	X X X X		
12.	X X X X	X X X X		
13.	X X X X	X X X X		
14. Other crops.....	X X X X	X X X X		
15. Total (1 to 14, inclusive).....	X X X X	X X X X		
D. Normal as approved by County Committee.....	X X X X	X X X X	X X X X	

¹ Enter the accepted base acreage for all crops under a commodity contract with the Secretary in 1935 and planted acreage for other crops.

² Enter in this column the acreage which the Community Committee determines to be the usual acreage used for the purpose indicated.

a. Acreage to be withheld from planting of cotton in 1936.....

b. Acreage which may be planted to cotton in 1936.....

IV. SUPPLEMENTARY DATA

(To be furnished by producer)

1. Is this the same farm (identical total acreage) as operated in 1935? Yes or no

2. Did you operate this farm in 1935? Yes or no If no, name of 1935 operator.....
(Name of 1935 operator)

3. Was this farm under a cotton contract in 1935? Yes or no 1935 cotton contract serial number(s) ¹.....

..... 1935 Bankhead application serial number(s) ¹

(To be entered from records in county office)

4. 1935 accepted base cotton acres for contract(s) on land now in this farm.....acres ¹

5. Cotton acres rented to the Secretary in 1935 on land now in this farm.....acres ¹

6. Measured acreage planted to cotton in 1935 on land now in this farm.....acres ¹

¹ If there is no applicable figure, insert word "None."

UNITED STATES DEPARTMENT OF AGRICULTURE
 AGRICULTURAL ADJUSTMENT ADMINISTRATION
 DIVISION OF COTTON

**COTTON ADMINISTRATIVE RULINGS
 APPLICABLE FOR 1936**

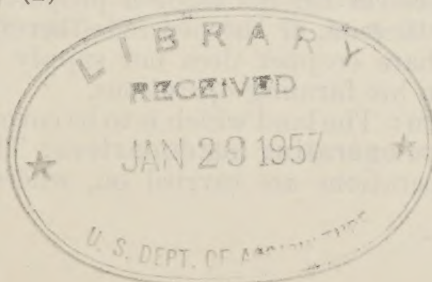
**Relating to 1936-39 Cotton Adjustment Contracts
 Rulings Nos. 1 to 25**

Prescribed by the Secretary of Agriculture

CONTENTS

	Page
Definitions.....	2
Rulings.....	3
1. Persons Eligible to Sign Contracts.....	3
2. Farms Eligible to be Covered by Contracts in 1936.....	4
3. Determination of Base Cotton Acreage and Average Cotton Yield in Contracts.....	4
4. Land in Farm Covered by Contract.....	4
5. Acreage Planted to Cotton.....	5
6. Total Cotton Acreage and Production on Contracts Within the County.....	5
7. Change in Size of Farm.....	5
8. Minimum Cotton Acreage Adjustment.....	7
9. Acreage Adjustment for Base Cotton Acreage of Not More than Five Acres Nor Less than One Acre.....	7
10. Fractional Units in Acres or Yield of Lint per Acre.....	7
11. Definition of Cultivated Land.....	7
12. Share Tenant Operating Entire Farm.....	8
13. The Designation and Location of the Farm.....	8
14. Change of Operator.....	8
15. Release of Farms from Provisions of Section 5 of the Contract.....	9
16. Use of Land Withheld from Planting of Cotton.....	11
17. Joint Committees.....	12
18. Number of Share Tenants and Share Croppers and Distribution of Cotton Acreage Among the Share Tenants and Share Croppers.....	12
19. Change in Status of Tenant.....	13
20. Effect of Breach of Contract on Other Contracts.....	14
21. Certification of Performance.....	14
22. Obligation to Plant at Least 50 Percent of the Stipulated Acreage Which May be Planted in 1936 Under the Terms of the Con- tract.....	14
23. Manner of Payment.....	15
24. Designation of Beneficiary.....	16
25. Application of Rulings and Reservation of Right to Amend.....	16

(1)



DEFINITIONS

As used throughout these Administrative Rulings, unless the content clearly indicates another meaning, each of the following terms shall be taken to have the meaning set opposite it below, and the singular shall include the plural, the plural the singular, and the masculine gender shall include the feminine and/or neuter gender:

Secretary: The Secretary of Agriculture of the United States.

Director of the Division of Cotton: The Director of the Division of Cotton of the Agricultural Adjustment Administration, Department of Agriculture of the United States.

State Board: The State Cotton Board established in or for the cotton-producing State in question in the manner prescribed in instructions issued by the Secretary.

County Cotton Adjustment Association: The County Cotton Adjustment Association organized pursuant to the Articles of Association for such County Cotton Adjustment Association, Form No. CAC 3, for the purpose of cooperating with the Secretary in making effective the provisions of the Agricultural Adjustment Act in their application to cotton.

County Committee: The County Committee of the County Cotton Adjustment Association, composed of 3 members and constituted in accordance with Articles of Association as recognized by the Secretary in his approval of such articles.

Community Committee: The Community Committee of the County Cotton Adjustment Association composed of 3 members representing a community of the county in which such community is located.

Person: An individual, a partnership, a corporation, a joint-stock company, a trust or estate, or an association. When used with respect to eligibility to sign contracts the term "person" includes tenants in common, joint tenants, tenants by the entirety, and owners in community, as those terms are used in their usual legal significance.

Operator: A person who as owner or tenant operates a farm without supervision and who is entitled to receive all or a portion of the cotton crop produced on such farm during the crop year in question.

Landlord: A person who as owner, cash tenant, or standing or fixed rent tenant, rents the entire farm to a share tenant and is entitled to a portion of the cotton crop produced on such farm by virtue of the terms of the lease or operating agreement.

Share tenant: A person other than the landlord who operates a farm in whole or in part and pays to the landlord as rent a proportionate part of the cotton produced thereon, or the proceeds therefrom when sold for the landlord. The share tenant supplies his own workstock and equipment used in his farming operations.

Share cropper: A person who works a farm in whole or in part and receives for his labor a proportionate part of the cotton produced thereon, or the proceeds therefrom when sold by or for him. The share cropper does not supply the workstock and equipment used in his farming operations.

Farm: The land which is to be covered by a contract.

Farm operating headquarters: The center from which the farming operations are carried on, where the major part of the farm

buildings are located and where the greater part of the workstock and equipment is kept.

Producer unit: The term "producer unit" means any tract of land (whether a whole farm or a subdivision thereof) on which cotton is planted and which is operated by (1) landowner, cash tenant, or standing rent (or fixed rent) tenant, with his own labor or with hired labor other than share croppers, or (2) a share tenant without the aid of any share cropper, or (3) a share cropper.

Base cotton acreage: That acreage of cotton apportioned to a farm for a contract year from the acreage quota allocated to the county in which the farm is located in whole or in part as determined from the location of the farm operating headquarters and from which apportionment adjustment will be made under the terms of the contract.

Adjusted acreage: The acreage withheld from planting of cotton under the terms of the contract.

Base cotton production: That poundage of cotton apportioned to a farm for a contract year from the production quota allocated to the county in which the farm is located in whole or in part as determined from the location of the farm operating headquarters.

Contract: A Cotton Adjustment Contract for 1936-1939, Form No. CAC 1.

Contract year: The year January 1 to December 31.

Contract years: The years 1936, 1937, 1938, and 1939.

COTTON ADMINISTRATIVE RULINGS NOS. 1 TO 25

RULING NO. 1.—PERSONS ELIGIBLE TO SIGN CONTRACTS

A Cotton Adjustment Contract may be signed (during the period for receiving offers of contracts as fixed or approved by the Director of the Division of Cotton) by any person who for the 1936 crop season will be engaged in producing cotton on land with an eligible cotton base as:

- a. An owner operating his own farm;
- b. A tenant operating a farm rented by him for cash or for a fixed commodity payment;
- c. An operator of a farm being purchased by him for cash or a fixed commodity payment: (who, if the title to the farm is not vested in him but remains in the vendor, shall, for the purpose of section 13 of the contract, be considered as its owner);
- d. A share tenant operating an entire farm on a crop-share lease or agreement; or

A producer belonging in such other class as may be declared by the Secretary to be eligible to sign.

In case an entire farm is operated by a share tenant and such farm is under a separate contract it is required that the contract be signed by both the landlord and such share tenant. In such cases the landlord and the share tenant shall each be referred to as a contract signer.

**RULING NO. 2.—FARMS ELIGIBLE TO BE COVERED BY CONTRACTS
IN 1936**

A farm with a base cotton acreage of one whole acre or more shall be eligible to be covered in 1936 by a Cotton Adjustment Contract for 1936–1939 if cotton will be planted on such farm in 1936 * and if cotton was planted on such farm in:

- a. Both 1934 and 1935, or
- b. Either 1934 or 1935 and in at least one other year previous to 1936 and since 1930, or
- c. 1934 but not in 1935 because in 1935 the entire base cotton acreage was rented to the Secretary under a 1934 and 1935 Cotton Acreage Reduction Contract, or
- d. 1935 but not in 1934 because in 1934 the entire base cotton acreage was rented to the Secretary under a 1934 and 1935 Cotton Acreage Reduction Contract, or
- e. Neither 1934 nor 1935 because the entire base cotton acreage was, for each such year, rented to the Secretary under a 1934 and 1935 Cotton Acreage Reduction Contract, or
- f. Only one or neither of the years 1934 and 1935 and such failure to plant thereon in such year or years was caused by drought, flood, or excessive rains which, for the same period of time, prevented the commercial production of other agricultural commodities on the land so affected and if cotton was planted on such farm in at least one year previous to 1936 and since 1930.

**RULING NO. 3.—DETERMINATION OF BASE COTTON ACREAGE AND
AVERAGE COTTON YIELD IN CONTRACTS**

The base acreage and average yield set forth in the contract shall be computed strictly in accordance with the bases set forth in instructions to the State Cotton Board issued over the signature of the Director of the Division of Cotton and approved by the Secretary.

RULING NO. 4.—LAND IN FARM COVERED BY CONTRACT

Only that acreage which is in the farm as it will be operated in any contract year may be used in determining for such contract year the base cotton acreage and the base cotton production, average yield of cotton, total cultivated land in farm, and the percentage of cultivated land in cotton for such farm.

If in any contract year two or more tracts of land which have been operated prior to 1936 as separate farms or portions of separate farms are operated as a single farm, the base acreage and base production of such farm shall not be greater than the sums of the base acreage and the base production of the several tracts making up the farm.

If a farm which has prior to 1936 been operated as a single farm is divided and operated in any contract year as two or more separate farms, the total base acreage and total base production of such farms shall not be greater than the base acreage and base production of the farm before being so divided.

* See exception in Ruling No. 9 herein.

RULING NO. 5.—ACREAGE PLANTED TO COTTON

In determining the base cotton acreage to which a farm is entitled the number of acres planted to cotton for any year shall be that number of acres of cotton in cultivation on July 1 of such year (or, in case it is found by the County Committee that planting was delayed by drought or flood it shall be that number of acres in cultivation on July 15 of such year).

RULING NO. 6.—TOTAL COTTON ACREAGE AND PRODUCTION ON CONTRACTS WITHIN THE COUNTY

The total base cotton acreage and total base cotton production approved for all contracts within the county shall not be greater than the amounts respectively which bear that ratio to the total county quota of acreage and production which is determined, upon the basis prescribed in official instructions, to be applicable to the county.

RULING NO. 7.—CHANGE IN SIZE OF FARM

a. Farms Under Contract.—If at any time prior to the planting of cotton in any contract year there has been added to a farm under contract additional land by purchase or otherwise, the contract on the original farm shall be canceled and a new contract may be entered into covering the original farm and the additional land.

If at any time prior to the planting of cotton in any contract year the land in a farm under contract has been reduced by sale or otherwise, the contract on such farm shall be canceled and new contracts may be entered into covering each portion of the farm so subdivided and executed on the basis of section *b* of this Ruling.

b. Allocation of Base Cotton Acreage and Average Annual Cotton Production.—In case a farm is subdivided after December 31, 1935 (regardless of whether such farm has been covered by a 1936-1939 Cotton Adjustment Contract during the year of such subdivision or any previous year) the base cotton acreage and base cotton production of such farm shall have been apportioned to the several subdivisions thereof before any offer of a contract covering any subdivision of such farm is recommended for acceptance by the Secretary. This apportionment of the base cotton acreage and base cotton production of such farm to the subdivisions thereof shall be made and agreed to by the parties interested in the several subdivisions of such farm, or if not agreed to by them shall be apportioned by the County Committee, as provided below in paragraph 1 or 2, as the case may be.

(1) **DIVISION BY THE INTERESTED PARTIES.**—There shall be filed with the County Committee a statement signed by all persons, who, as a result of the transaction or proceeding which resulted in such subdivision of a farm, acquired ownership or control of portions of the farm so subdivided stipulating that such persons agreed in, or in connection with or as a result of, such transaction or proceeding upon a fixed and definite disposition (set forth in such stipulation) of the base cotton acreage and base cotton production of such farm between such subdivisions of the farm, and the County Committee shall abide by and give effect to such stipulation in passing upon any contract offer covering any such subdivision.

(2) **DIVISION BY THE COUNTY COMMITTEE.**—In the event that the interested parties fail to apportion to the several subdivisions of a divided farm the base cotton acreage and base cotton production of such farm the County Committee shall apportion to each subdivision of such farm a percentage of the base cotton acreage and base cotton production in the proportion that the cultivated land adapted to cotton production in each such subdivision bears to the total cultivated land adapted to cotton production in the entire farm as determined by the County Committee. Such apportionment (whether made by the County Committee or determined on appeal) shall be made according to the following procedure:

(i) Determine the total acreage of cultivated land adapted to cotton production in the entire farm at the time of such subdivision;

(ii) Determine the acreage of cultivated land adapted to cotton production in each subdivision;

(iii) Compute the percentage of the total acreage of cultivated land adapted to cotton production in the entire farm represented by the acreage of cultivated land adapted to cotton production in each subdivision (item 2 divided by item 1 x 100);

(iiii) Determine the base cotton acreage and base cotton production for the entire farm on the basis of the procedure prescribed under Ruling No. 3 herein; and

(iiiii) Apply the percentage obtained (item 3) to the base cotton acreage and base cotton production as determined (item 4) and the resultant figures shall constitute the base cotton acreage and base cotton production for each subdivision.

Such apportionment shall be made after five calendar days from the date set forth for the hearing in a notice in writing that an apportionment is required to be made and setting a reasonable time and reasonably accessible place for hearing thereon, which notice shall be given at least ten calendar days in advance of such hearing and shall be individually forwarded by the County Committee addressed to each person who is party to any such contract offer and to each person who is eligible to enter into a contract offer covering each other subdivision of such farm. The County Committee shall hear and consider all information and arguments presented at such hearing orally or in writing by any such party or person or his representative, and upon the conclusion of the hearing shall determine such apportionment pursuant to the standards laid down by this ruling in the light of all available information. As soon as such apportionment shall have been made the County Committee shall give notice in writing of the figures contained in such apportionment addressed to and forwarded to each such person eligible to execute a contract on a subdivision of the farm in question. In the event that any such party or person is dissatisfied with such apportionment he may appeal from the County Committee's determination of such apportionment by following the procedure prescribed by the Secretary covering the hearing and administrative determination of appeals of producers from recommendations and determinations of the County Committee.

RULING NO. 8.—MINIMUM COTTON ACREAGE ADJUSTMENT

The adjusted acreage for any contract year shall in no case be less than one acre.

RULING NO. 9.—ACREAGE ADJUSTMENT FOR BASE COTTON ACREAGE OF NOT MORE THAN FIVE ACRES NOR LESS THAN ONE ACRE

Any person eligible to sign a contract on a farm having a base cotton acreage of not more than five acres but not less than one acre may sign a contract for the withholding from planting of cotton of any number of acres not in excess of the base acreage for such farms and not less than one acre. For such acreage adjustment the contract signer shall receive adjustment payment on the total of such acreage withheld from planting of cotton. (See Ruling No. 10 herein.)

RULING NO. 10.—FRACTIONAL UNITS IN ACRES OR YIELD OF LINT PER ACRE

In all figures representing final results of calculations as to base cotton acreage or yield, fractions amounting to .5 of a unit or less shall be dropped and fractions amounting to more than .5 of a unit shall be considered a whole unit, provided that if the base cotton acreage is not more than ten acres nor less than one acre, fractional acres expressed in tenths shall be retained in the final results of the base cotton acreage and acreage which may be planted to cotton in any contract year. Hundredths amounting to five or less shall be dropped and hundredths amounting to more than five shall be considered as a whole tenth. In no case shall adjustment payments be made other than on whole acres; except that in case the contract signer removes from production his entire base cotton acreage, as provided in Ruling No. 9 herein, the acres to be withheld from planting of cotton may be expressed in whole acres and tenths of an acre and adjustment payment shall be made on such whole acres and tenths of an acre.

If application of this ruling causes the acres to be withheld from planting of cotton to be greater than the maximum percentage adjustment or less than the minimum percentage adjustment allowed under the contract, the acres to be withheld from planting of cotton shall, notwithstanding, be expressed as the whole number of acres determined by the application of this ruling.

RULING NO. 11.—DEFINITION OF CULTIVATED LAND

“Cultivated land” is that part of the farm from which one or more seeded field or truck crops are harvested annually, including that portion of any orchard or vineyard where field or truck crops are interplanted for harvest, and also lands planted to soil-improving crops and fallow lands that are normally used for crop production.

For irrigated farms, “cultivated land” shall apply only to those lands actually being irrigated or to those lands for which there is a developed water supply and which are normally irrigated. In no case shall the acreage of “cultivated land” considered respecting an irrigated farm be greater than the acreage of land adapted to cotton which might be grown to summer crops under irrigation in any

one year on such farm. The land planted to dry-land grain crops shall not be considered "cultivated land" on irrigated farms.

RULING NO. 12.—SHARE TENANT OPERATING ENTIRE FARM

This class of share tenant means any share tenant who operates a farm in its entirety and shall include each of two or more share tenants who together operate land commonly referred to as a "farm" where each such share tenant operates a part of such land independent of the other such share tenant(s) the land operated by each being considered under this cotton ruling as a separate farm. No single contract shall include tracts of land operated by two or more such share tenants. No single contract shall include tracts of land operated by such a share tenant and owned by different landlords.

RULING NO. 13.—THE DESIGNATION AND LOCATION OF THE FARM

a. The contract signer may enter all of his holdings within one county as one farm under a single contract, subject to the provisions of Rulings Nos. 7 and 12 herein.

b. When a given acreage of land in one tract or two or more contiguous tracts owned by a person, firm, or corporation is located in each of two or more counties in the same State or different States, the contract covering such farm shall be executed in the county in which the farm operating headquarters is located. In the absence of a headquarters on the farm, the contract covering such farm shall be executed in the county in which the major part is located and the contract shall be handled by the appropriate Community Committee of that county. After the County Committees concerned have determined the base cotton acreage and base cotton production of all farms lying within two or more counties covered by contracts for any contract year, the net amounts of such acreage and/or production due the county or counties entitled to a balance of such acreage and/or production shall be agreed upon and a joint statement setting forth these net amounts shall be made to the State Cotton Board.

RULING NO. 14.—CHANGE OF OPERATOR

a. In the event that any person who has made any offer to enter into a contract dies, becomes incompetent, abandons the farm, sells or rents (for cash or standing or fixed rent, or for a share of the crop in the case of a share tenant operating an entire farm) all or any part of the farm, or desires to add additional land to the farm, before acceptance by the Secretary of such contract offer, all three copies of the contract offer shall be disregarded and new contract forms may be prepared and executed in conformity to the factual situation existing after such change.

b. If any person who has executed any contract which has been accepted by the Secretary sells or rents (for cash or standing or fixed rent, or for share of crop in the case of a share tenant operating an entire farm) all or any part of the farm, or desires to add additional land to the farm, such change to become effective at the end of any contract year, the contract shall be terminated at the end of

such year, and a new contract(s) may be executed by the person(s) operating the farm or parts thereof under the new arrangement.

c. If such change in legal relation to the farm is made after the acceptance of the contract by the Secretary and is to become effective before the end of the contract year during which the change was made, any person who is not already a party to the contract and who is eligible to become a party to the contract shall, in order to become a party, submit to the Secretary a "Change of Legal Status", Form No. CAC 5. Upon acceptance of such form by or on behalf of the Secretary such person shall become a party to the contract subject to the conditions set forth in such form.

d. If any person who executes a contract adds land to his farm or acquires an additional farm, on which in either case cotton is growing, such addition or acquisition becoming effective after the contract of such contract signer has been accepted by the Secretary but before the end of the contract year in which the change took place and such land or farm is not under a contract, such addition or acquisition shall not be deemed noncompliance with the contract(s) of such contract signer unless there is evidence of intention to evade or defeat the purpose of the 1936-1939 Cotton Adjustment Program. If such change in legal relation to the land or farm subsists into the following contract year the contract of such contract signer shall be canceled effective as of the end of the contract year in which the change was made and he may execute a new contract in conformity to the facts of the change, provided the 1936-1939 Cotton Adjustment Program is operative for that year.

e. Where any person who has executed a contract dies, becomes incompetent, or abandons the farm and/or crop covered by such contract, after the contract has been accepted by the Secretary but before full compliance with the terms of the contract for the year during which such contingency occurs, and one or more other eligible persons continue the operation of the farm for such contract year, each of the latter may be substituted as a party to the contract in place of such contract signer, upon the execution and acceptance of "Change of Legal Status", Form No. CAC 5.

RULING NO. 15.—RELEASE OF FARMS FROM PROVISIONS OF SECTION 5 OF THE CONTRACT

The Director of the Division of Cotton as agent of the Secretary may suspend the provisions of section 5 of the contract in respect to any operator or landlord and authorize the exemption of particular farms from the provisions of such section when evidence satisfactory to him has been presented showing that such suspension is necessary in order to permit the operator or landlord to sign a contract. Such exemption shall be subject to such terms and conditions in conformity with the objectives of the Cotton Adjustment Program for 1936-1939 as the Director of the Division of Cotton may prescribe:

Except that a County Committee upon receiving a request for the suspension of the provisions of section 5 of any contract may recommend such suspension under the conditions and terms set forth below:

a. *Refusal to Sign by Person Whose Signature is Necessary.*—In the event any operator or landlord who has signed a contract covering one or more farms is unable to obtain the signature(s) of any per-

son(s) necessary to the making of a contract covering any other cotton farm owned, operated, or controlled by such operator or landlord, such contract offer(s) as already have been signed by him may be recommended for acceptance by the Secretary under the following terms: Such operator or landlord shall submit a written statement to the County Committee of the county in which his farm(s) for which he offers contract(s) is located, listing every cotton farm (wherever situated) owned, operated, or controlled by him. This statement shall set forth that such operator or landlord desires to cooperate on all cotton farms owned, operated, or controlled by him but is prevented from doing so as to a specified farm or farms because of refusal on the part of any person(s) whose signature is necessary to complete the contract offer(s) covering any such farm(s), and he shall set forth the name and address of the person(s) so refusing. The County Committee in whose jurisdiction such farm(s) is located shall then cause the person(s) so refusing to be consulted and if the facts are as set forth in the statement, and if it is impossible to secure the cooperation and signature of the person(s) so refusing, then all other contracts offered by such operator or landlord covering farm(s) within such county shall be considered on the merits of each offer and, if otherwise acceptable, the County Committee may recommend acceptance of such contract offer(s) regardless of the provisions of section 5 of the contract. A written record shall be kept by the County Committee of each case within the county in which any person whose signature is necessary to a contract offer has refused to sign, and such record shall be signed and certified to by said County Committee.

b. Nonparticipating Agreements Covering Ineligible Farms.—In the event that any signer of a contract covering one or more farms also owns, operates, or controls one or more other cotton farms respecting which such contract(s) cannot be entered into because of the limitations imposed by Ruling No. 2 herein and such contract signer requests, through the County Committee in the county in which such farm(s) is located, that section 5 be suspended because of such ineligible farm(s), the County Committee, if it finds such suspension is necessary to promote the purposes of the Cotton Adjustment Program for 1936-1939, may recommend such suspension provided such contract signer executes a "Nonparticipating Agreement", on the prescribed form, covering every such ineligible farm (wherever situated). In no case shall any adjustment payment or other payment be made under such an agreement. Nonparticipating Agreements shall be approved by the County Committee and the State Cotton Board and shall be subject to the approval of the designated agent of the Secretary. Certification of performance of such agreements shall be based upon inspection solely to verify that the acreage in cotton therein stipulated has not been exceeded. The County Committee, subject to the approval of the designated agent of the Secretary, shall assign to each farm to be operated under a Nonparticipating Agreement an acreage that may be planted to cotton determined in accordance with whichever one of the two plans outlined below is agreed upon by the operator and landlord.

Plan 1. Seventy-Five Percent of Base Acreage.—An acreage to be planted to cotton on such farm not to exceed 75 percent of the average acreage planted to cotton during such of the years 1928 to

1933 (inclusive) as cotton was planted on such farm, but in no case shall the acreage planted to cotton on such farm in any contract year in which such farm is covered by a Nonparticipating Agreement exceed one-third of the acreage in cultivated field crops planted on such farm in such year.

Plan 2. Cotton Acreage not Greater Percentage of Cultivated Acres than Base Acreage is of Cultivated Acreage on Farms under Contract.—The acreage to be planted to cotton on such farm shall not be a greater percentage of the acreage in cultivated field crops planted on such farm in any contract year in which such farm is covered by a nonparticipating agreement than the percentage that the base acreage is of the total acreage in cultivation on farms under contract in 1935 in the county in which such farm is located. But in no case shall the cotton acreage which may be planted under such a nonparticipating agreement be greater than the average number of acres planted to cotton during such of the years 1928 to 1933 (inclusive) that cotton was planted on such farm.

“Acreage in cultivated field crops” under either plan shall mean any acreage in cultivated row crops or broadcast crops (including small grains harvested in the spring) that are either seeded or harvested before July 15 of the year in which the farm is covered by a nonparticipating agreement, and in irrigated districts such term shall apply only to crops grown on “cultivated land”. The acreage in cultivated field crops shall not include idle lands, permanent pasture lands, nor lands from which wild hay (from grasses not seeded) is harvested without cultivation in the year the farm is covered by a nonparticipating agreement. Acreages which are double-cropped shall be counted only once. Acreages planted to field crops after July 15 for harvest the following year shall not be counted as cultivated field crops in the year the crops are planted, but if crops seeded after July 15 are for harvest the same year certification of performance shall be withheld until such crops have been seeded unless the County Committee finds that there is no possibility of failure to comply with the terms of the nonparticipating agreement.

RULING NO. 16.—USE OF LAND WITHHELD FROM PLANTING OF COTTON

The land withheld from planting of cotton under the terms of the contract shall be used for the following enumerated purposes and none other, except such additional or other uses as may be prescribed from time to time by the Secretary:

a. Planting soil-improving or erosion-preventing crops, such as cowpeas, field peas, clover, vetch, lespedeza, or any other crops used to cover the ground and which are to be plowed under for the purpose of maintaining and improving fertility of the soil.

b. Planting or utilization of crops for pasture, such as the small grains, legumes or other similar crops, planted or unplanted grasses for temporary or permanent pasture.

c. Fallow or not cropped: that is, the land will not be planted but it may or may not be worked.

d. Forest trees. The land withheld from planting of cotton under contract and which, since January 1, 1935, has been planted or seeded naturally to forest trees may be considered cotton land and a part of

the base acreage for the term of the Cotton Adjustment Contract for 1936-1939 covering the farm.

e. Food crops for consumption on the farm, such as vegetables, grains, fruits, etc., which can be used for human consumption on the farm. Such crops shall not be sold or exchanged off the farm, except that portion which is commonly exacted as toll for processing such crops for use on the farm.

f. Feed crops for the maintenance of or the production of livestock and livestock products for use or consumption on the farm. Such crops, livestock, or livestock products produced therefrom shall not be sold or exchanged off the farm, except that portion which is commonly exacted as toll for processing such crops, livestock, or livestock products for use on the farm.

The acreage of land so devoted to any of the foregoing uses (paragraphs *a-f*) shall be additional to the acreage normally utilized for such purposes on the farm.

The failure of a contract signer to devote the land withheld from planting of cotton under the terms of the contract to the uses specified in this Ruling shall be deemed noncompliance with the contract for the year or years in which such failure occurs.

RULING NO. 17.—JOINT COMMITTEES

In any county in which there are one or more production adjustment associations duly organized to make effective provisions of the Agricultural Adjustment Act in their application to basic commodities other than cotton, the County Committee may appoint one of their number or one or more Community Committeemen to act in cooperation with representatives of such other associations, to consider the data submitted with reference to specific farms by applicants for commodity contracts. The crop history for any individual farm covering which application is made or is to be made for a Cotton Adjustment Contract for 1936-1939 as agreed upon by such Joint Committee and subject to the approval of the County Committee shall be considered in establishing the base cotton acreage and/or production for such farm and shall be used as a basis for determining compliance with such contract particularly section 6.

RULING NO. 18.—NUMBER OF SHARE TENANTS AND SHARE CROPPERS AND DISTRIBUTION OF COTTON ACREAGE AMONG THE SHARE TENANTS AND SHARE CROPPERS

The contract signer shall not in any contract year reduce the number of share tenants and share croppers engaged in the production of cotton on his farm below the number so engaged on such farm in the next preceding year or reduce the percentage of the total acreage of cotton planted on the farm which is planted by share tenants and/or share croppers below the percentage of the total acreage of cotton planted on the farm which was planted by share tenants and/or share croppers in the next preceding year, except where it is shown to the satisfaction of the Community Committee, and approved by the County Committee that it is economically impracticable to maintain such number of tenants and/or croppers and/or such percentage of cotton acreage planted by tenants and/or croppers.

The contract signer shall allocate to each share tenant and/or share cropper on his farm a fair share of the acreage to be planted to cotton under his contract. In determining a fair apportionment of acreage to each share tenant or share cropper factors such as the following will be considered: the number of workers in the tenant's family, the ability and willingness to work of the tenant and his family, the number and quality of work animals of the share tenant, the productivity and the adaptability to other crops of the land apportioned to a particular tenant or cropper, and any other factors which would aid in determining what would be a fair share of the acreage for a particular share tenant or share cropper.

RULING NO. 19.—CHANGE IN STATUS OF TENANT

No contract offer will be accepted if it shall appear that there exists between the operator or landlord and any tenant or share cropper on the farm involved any lease, contract, agreement, or understanding, unfairly exacted or required by one of such parties and entered into in contemplation of the signing of any contract with the Secretary the effect or purpose of which is:

a. To cause or obligate either such operator or landlord or the tenant or the share cropper to pay over to the other his share of any payment to be paid to him or in which he is entitled to share under said contract with the Secretary; or

b. To change the status of any tenant or share cropper for any contract year (whether he rents for cash or a share of the crop or receives as wages a share of the crop or the proceeds) in order to deprive him of any part of any payment or of any other right or privilege of his under said contract with the Secretary to which his actual status with respect to the land prior thereto would entitle him; or

c. To reduce the tenant's or the share cropper's proportionate share of the crops raised on the farm, in contemplation of the signing of such contract with the Secretary; or

d. To increase the rent to be paid by the tenant or decrease the share of crop or its proceeds to be received by the share cropper, in contemplation of the signing of such contract with the Secretary; or if there is any reason to believe that such operator or landlord has adopted any device or scheme of any sort whatever for the purpose of depriving a tenant of any kind or a share cropper of his share of such payments or of any other right under such contract with the Secretary.

Any contract with the Secretary shall be subject to cancelation if either before or after the signing of such contract such operator or landlord and any one or more of the tenant(s) and/or share cropper(s) of the farm covered thereby have entered into any such lease, contract, agreement, or understanding or such operator or landlord has adopted any such device or scheme. Any payment made under such lease, contract, agreement or understanding out of the proceeds of any payment arising out of any contract with the Secretary shall be subject to a trust in favor of the Secretary and shall be repaid to the Secretary by the person receiving the same, together with costs incident to the collection thereof. The Secretary shall have no obligation to enforce collection of such amounts but shall have the right

to do so in case he deems it necessary to effectuate the purposes of the Agricultural Adjustment Act.

Nothing in this ruling shall be construed to prevent the carrying out of any agreement between a share tenant operating an entire farm and the landlord of an irrigated farm for an equitable division of only those fixed charges for water or irrigation which apply to the adjusted acres under the terms of the Cotton Adjustment Contract with the Secretary. Nor shall the provisions of subdivision (a) of this ruling be construed to apply to any agreement or understanding fairly entered into by any party to the contract pursuant to the provisions of section 8 of the contract.

RULING NO. 20.—EFFECT OF BREACH OF CONTRACT ON OTHER CONTRACTS

A breach of any Cotton Adjustment Contract for 1936–1939 shall, except as provided in Cotton Rulings, constitute a breach of all other such contracts entered into by the party committing the breach. The breach of any “Nonparticipating Agreement” entered into under Ruling No. 15b herein shall, likewise, except as provided in Cotton Rulings, constitute a breach of each Cotton Adjustment Contract for 1936–1939 entered into by the party committing the breach.

RULING NO. 21.—CERTIFICATION OF PERFORMANCE

Certification of contractual performance on the part of the contract signer before he may become eligible to receive the adjustment payment shall not be made before July 1 of any contract year except that for the farms located in those counties recommended by the State Cotton Board and approved by the Director of the Division of Cotton such certification of contractual performance may be made as early as May 15 of such contract year.

RULING NO. 22.—OBLIGATION TO PLANT AT LEAST 50 PERCENT OF THE STIPULATED ACREAGE WHICH MAY BE PLANTED UNDER THE TERMS OF THE CONTRACT

a. The contract signer in order to comply with the terms of the contract shall plant to cotton on the farm in each contract year not less than 50 percent of the stipulated acreage which may be planted to cotton thereon under the terms of the contract, in any contract year, except where in case of a failure to plant such percentage of the acreage which may be planted it is shown to the satisfaction of the Secretary that such failure to plant such percentage was due to uncontrollable natural causes, in which event such failure to plant at least 50 percent of the acreage which could be planted thereon under the contract shall not be deemed noncompliance with the contract.

b. In case the acreage planted to cotton on the farm by a contract signer in any contract year is less than 50 percent of the stipulated acreage which may be planted thereon under the terms of the contract in any contract year, and the failure to plant such percentage was not due to uncontrollable natural causes but it is shown to the satisfaction of the Secretary that the acreage planted is economically preferable on such farm under existing conditions to 50 percent or more of the stipulated acreage which could be planted thereon under

the terms of the contract, in any contract year, the Secretary may permit such contract signer to terminate his contract and execute another contract covering such farm.

In that event, the acreage which may be planted to cotton under the new contract shall be the actual acreage planted in such year multiplied by two. The base cotton acreage under the new contract shall be determined by making the same proportionate adjustment in the base cotton acreage of the original contract as was made in the "acreage which may be planted to cotton". The adjustment payment for such year shall be made upon the acreage represented by the difference in the base acreage and the acreage which may be planted to cotton as determined for the new contract.

RULING NO. 23.—MANNER OF PAYMENT IN 1936

a. If, in 1936, the operator is the sole person entitled to the cotton produced on the farm or the proceeds thereof, the check for any payment with respect to 1936 under the Cotton Adjustment Contract for 1936-1939 shall be drawn payable to the operator unless the operator in section 15 of the contract designates a joint payee of such check in which case the check shall be drawn payable jointly to the operator and the designated joint payee.

b. If, in 1936, two or more persons are to share in either the cotton produced on any producer unit of the farm or the proceeds thereof, payment with respect to such year shall be made as follows:

The operator shall furnish to the Secretary on a prescribed form, prior to or at the time of certification of compliance, a certificate of the facts necessary to enable the Secretary to allocate to each producer unit its share of the adjustment payment under the contract and to allocate to each person entitled to share in the cotton produced thereon or the proceeds thereof a share of such payment.

As soon as practicable after proof of compliance with the contract satisfactory to the Secretary, payment of the amounts so allocated shall be made in the following manner:

(1) In case the operator is a share tenant operating the entire farm the share of the landlord shall be paid by check drawn payable to the landlord unless the landlord in section 16 of the contract designates a joint payee of such check in which case such check shall be drawn payable jointly to the landlord and the designated joint payee.

(2) The share of the operator shall be paid by check drawn payable to the operator unless the operator in section 15 of the contract designates a joint payee of such check in which case such check shall be drawn payable jointly to the operator and the designated joint payee.

(3) The share of any share tenant or share cropper shall be paid by check drawn payable to the tenant or cropper unless, prior to or in connection with certification of compliance, the tenant or cropper, on a form prescribed by the Secretary, designates a joint payee of such check pursuant to section 8 of the contract in which case such check shall be drawn payable jointly to the tenant or cropper and designated joint payee.

RULING NO. 24.—DESIGNATION OF BENEFICIARY

Each contract signer, whether operator or landlord of a farm operated by a share tenant operating an entire farm, shall designate in the applicable space in section 15 or section 16 of the Cotton Adjustment Contract for 1936-1939, Form No. CAC 1, a beneficiary to whom any adjustment payment to which such contract signer is entitled shall be made in case of death, disappearance or incompetency (of such contract signer) pursuant to section 10 of such contract form, or to whom under the same conditions such payment shall be made jointly with the joint payee in case the contract signer has designated a joint payee in the contract pursuant to sections 8 and 9 of such contract form. Such beneficiary so designated in each such contract shall be a person other than the contract signer party thereto or the joint payee named therein.

RULING NO. 25.—APPLICATION OF RULINGS AND RESERVATION OF RIGHT TO AMEND

The foregoing Administrative Rulings are prescribed, approved, and promulgated on the date indicated below and together with any and all amendments hereto hereafter prescribed constitute the administrative rulings referred to in the "Cotton Adjustment Contract for 1936-1939", Form No. CAC 1, as constituting a part of the terms and conditions of said contract form and as such are binding upon each contract signer executing a contract upon said form as fully and effectively as if such rulings were set forth in full in the contract entered into upon said form. The right is hereby reserved in the Secretary of Agriculture of the United States to amend the foregoing rulings, at any and all times without previous notice, by striking out or modifying or adding to any and all of such rulings or any part thereof or adding one or more rulings thereto, and likewise to amend or strike out any and all such amendments, and every amendment so made shall likewise become a part of every contract entered into upon the aforesaid form. No amendment approved by the Secretary after the acceptance of a contract shall have the effect of decreasing the benefits which the contract signer derives from his contract or of increasing the obligations which he therein assumes or of diminishing the obligations of the United States therein undertaken. Such of the foregoing rulings or parts thereof as are clearly applicable only for the contract year 1936 do not have any application to any subsequent contract year and will in due season be replaced by other or amended rulings or parts thereof applicable to each subsequent contract year. Such of the foregoing rulings or parts thereof as are not clearly applicable for the contract year 1936 only are, and unless and until amended shall remain, applicable for each contract year subsequent to 1936.

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ARTICLES OF ASSOCIATION

THE COTTON ADJUSTMENT ASSOCIATION

(AN UNINCORPORATED ASSOCIATION)

of _____ {County} _____
(Name of county or parish) Parish (Name of State)

ARTICLE I.—NAME

Section 1.—The name of this Association shall be the Cotton Adjustment Association of

_____ {County} _____
(Name of county or parish) Parish (Name of State)
(hereinafter referred to as the "Association").

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ARTICLE II.—PURPOSE

Sec. 2.—The Association is organized for the purpose of cooperating with the Secretary of Agriculture (hereinafter referred to as the "Secretary") in making effective the provisions of the Agricultural Adjustment Act, approved May 12, 1933, as amended, in their application to cotton, or the provisions of any other acts relating to adjustment of cotton production which have been or may be passed by Congress (hereinafter referred to as the "Acts"), and for no other purpose.

It shall operate under the general supervision and direction of the Division of Cotton of the Agricultural Adjustment Administration, Washington, D. C. (hereinafter referred to as the "Division of Cotton"), and upon approval by or on behalf of the Secretary shall be the agency of the above-named county or parish (hereinafter referred to as the "county") for the administration of the Acts relating to adjustment of cotton acreage or production. There shall be only one such Association for each county except as may have already been provided for by the Director of the Division of Cotton.

It is a fundamental principle of the organization of the Association that the Secretary may, in his sole discretion, at any time when it shall appear to him that the conduct of the Association or its further existence is not furthering the purpose or intent of such Acts, or that the Association is no longer necessary to effectuate the declared policy of such Acts, withdraw his approval, whereupon the Association shall cease to exist. The Secretary, at his discretion, may order the organization of a new Association to take the place of any Association that has ceased to exist.

The provisions of these Articles shall be subject to all rulings or regulations applicable thereto heretofore or hereafter prescribed by the Secretary and shall be subject to amendment by the Secretary.

ARTICLE III.—MEMBERSHIP

Sec. 3.—All producers within a county who are parties to a 1934 and 1935 Cotton Acreage Reduction Contract are members of the Association, and any producer operating land within the county who enters into a Cotton Adjustment Contract for 1936-39 (hereinafter referred to as the "contract") with the Secretary to adjust cotton acreage or production will thereby become a member of the Association. The County Committee selected as hereinafter provided shall determine from copies of such contracts in the files of the Association whether any producer is a member of said Association.

Sec. 4.—Any member shall cease to be a member when he ceases to be a party to a contract with the Secretary previous to the expiration of the period covered by such contract; or if, upon the expiration of the existing contract, the Secretary offers a new contract and after the lapse of a reasonable period of time he does not become a party thereto he shall cease to be a member. The decision of the County Committee as to cessation of membership shall be final and conclusive. There shall be no membership dues.

ARTICLE IV.—ELIGIBILITY TO SERVE ON COMMITTEES

Sec. 5.—No member of the Association is eligible to serve as a County or Community Committeeman if such member—

- (a) does not derive the principal part of his income directly from farming on the farm(s) covered by contract(s) to which he is a party, or
- (b) is holding an elective or appointive county, State, or Federal office, or
- (c) has been, within the past year, or becomes a candidate for an elective or appointive county, State, or Federal office, or
- (d) has been previously requested by the Secretary, or his authorized agent, to resign from the position of County or Community Committeeman of a Cotton Production Control Association or of a Cotton Adjustment Association, or
- (e) is not a resident of the county for which the committee acts, or
- (f) has a father, son, brother, mother, daughter, sister, wife, or husband serving as a member of the State Cotton Board for the State in which is located the county for which the committee acts, or
- (g) has a father, son, brother, mother, daughter, sister, wife, or husband serving as a County Committeeman in the county for which the committee acts, or
- (h) has a father, son, brother, mother, daughter, sister, wife, or husband serving on the same committee, or
- (i) is engaged in financing or in selling or advancing supplies, including fertilizers, to cotton producers, or in processing, handling, or selling cotton for cotton producers, as a competitive commercial enterprise, or
- (j) is openly and aggressively opposed to the essential provisions of the Agricultural Adjustment Act, the amendments thereto, and/or the Administrative Rulings issued thereunder, as they apply to cotton, or
- (k) actively solicits support for election as committeeman.

The tenure of office of any County or Community Committeeman who is or becomes ineligible under the provisions of this section shall forthwith terminate and a successor shall be selected as hereinafter provided.

ARTICLE V.—OFFICERS AND COMMITTEES

Sec. 6.—The County Agricultural Extension Agent (hereinafter referred to as the "County Agent") shall be the representative of the Secretary in all matters affecting the Association, unless otherwise provided by the Secretary.

Sec. 7.—The Association shall have one County Committee which shall consist of three members.

Sec. 8.—If an Assistant in Cotton Adjustment (hereinafter referred to as the "Assistant") is employed, such Assistant will be an ex-officio member of the Association and secretary to the County Committee.

Sec. 9.—The County Agent shall designate an appropriate number of cotton-producing communities within the county upon the basis of the number of producer units on which cotton production was reported in applications for allotment and tax-exemption certificates pursuant to the Cotton Act approved April 21, 1934. A community shall consist of not less than 500 producer units except in counties having less than 500 such units in which case there shall be one community.

Sec. 10.—There shall be one Community Committee consisting of three members for each community designated under section 9.

Sec. 11.—Every committeeman shall hold office until his successor is elected and agrees to serve unless his tenure of office is otherwise terminated.

Sec. 12.—Any committeeman elected to serve in 1936 shall become ineligible to serve in the event such committeeman fails to make application for a Cotton Adjustment Contract for 1936–39 within 15 days from the date when such application forms are ready for signing in the county, and any committeeman shall become ineligible to serve in the event that for any reason his contract is not signed within 10 days after the contract form is ready for signature.

Sec. 13.—Upon proper showing of the incompetency or ineligibility of any committeeman, the Secretary or his authorized agent shall declare the office vacant, and the resulting vacancy shall be filled as is herein provided.

Sec. 14.—Committeemen shall be paid at the rate of \$3 per day (less any amount which may be required by law to be deducted) for the time actually employed for such services as may be required and certified to by the County Agent and shall furnish their own transportation and subsistence.

ARTICLE VI.—VOTING

Sec. 15.—Only members of the Association shall be entitled to vote. Each member shall be entitled to one vote in each community in which is located any farm(s) covered by contract(s) to which he is a party. There shall be no voting by proxy.

ARTICLE VII.—ELECTIONS

Sec. 16.—The Community Committeemen for 1936 shall be elected in December 1935, or as soon thereafter as practicable, from members of the Association in that community by a majority vote of such members as are present and eligible to vote at a meeting called by the County Committee for that purpose by 5 days public notice given in the usual manner to the members in that community and presided over by the County Agent or such member of the Association as may be designated by the County Agent.

The members of the Community Committee who served in the 1934 and 1935 Cotton Acreage Adjustment Program in 1935 shall be voted upon by the members who are present and eligible to vote and the two receiving the highest votes shall (subject to the provisions of Article IV) be members of the committee for 1936, and the third member or remaining members for 1936 shall be elected by a majority vote of members present and eligible to vote from the members of the Association in that community who are eligible to serve as committeeman and the remaining committeeman who served in the 1934 and 1935 Cotton Acreage Adjustment Program in 1935. At such meeting there shall also be elected an alternate to serve in case of the absence or inability to serve of a regular committeeman, and in case a vacancy occurs the alternate shall become a regular committeeman. If any further vacancy or vacancies occur the County Agent shall call a meeting of the members of the Association within that community for the purpose of filling such vacancy or vacancies and electing an alternate. Such meetings shall be called within 10 days after the occurrence of such vacancy or vacancies, and whenever the date of the vacancy or vacancies can be determined in advance the election shall be held not later than such date. Said meeting shall be presided over by the County Agent or such member of the Association as may be designated by the County Agent. The names of the persons elected shall be reported to the County Agent by the person conducting the meeting if other than the County Agent.

Sec. 17.—Each Community Committee shall designate one of its members as chairman.

Sec. 18.—The County Committeemen for 1936 shall be elected in December 1935, or as soon thereafter as practicable, by a vote of the members of the Community Committees in the county at a meeting called by the County Committee for that purpose. The County Agent, or some one designated by him, shall preside at the meeting. The members of the County Committee who served in the 1934 and 1935 Cotton Acreage Adjustment Program in 1935 shall be voted upon by the members of the Community Committees; the two who receive the two highest votes shall (subject to the provisions of Article IV) be members of the County Committee for 1936, and the third member of the County Committee for 1936 shall be elected by a majority vote of the members of the Community Committees from among members of the Community Committees and the remaining member or members of the County Committee who served in the 1934 and 1935 Cotton Acreage Adjustment Program in 1935.

At such meeting there shall also be elected by a majority vote an alternate from among members of the Community Committees to serve in case of the absence or inability to serve of a regular committeeman, and in case a vacancy occurs on the Committee the alternate shall become a regular committeeman.

If any further vacancy or vacancies occur on the Committee the County Agent shall call a meeting of the Community Committeemen for the purpose of filling such vacancy or vacancies and electing by a majority vote another alternate from among members of the Community Committees.

Such meeting shall be held within 10 days after the occurrence of the vacancy or vacancies, and whenever the date of the vacancy or vacancies can be ascertained in advance it should be held not later than such date.

No community shall be represented by more than one County Committeeman unless there are fewer than three communities in the county.

Sec. 19.—The County Committee shall designate one of its members as chairman.

Sec. 20.—The names of all committeemen elected shall be reported by the County Agent, through the State Director of Extension Service, to the Director of the Division of Cotton, for approval by him.

Sec. 21.—Any method of electing Community and County Committeemen, other than those provided for in sections 16 and 18, will prior to the holding of the election require the approval of the Director of the Division of Cotton following the recommendation of the State Cotton Board.

ARTICLE VIII.—DUTIES OF COMMITTEEMEN

Sec. 22.—The County Committee shall review all contracts, offers, or other matters filed with them by producers, or pursuant to rulings or regulations, and shall make recommendations to the Secretary or his authorized agent or representative concerning the advisability of entering into such contracts or accepting such offers or the disposition of such other matters. The committee shall determine and insert in each such contract, offer, or application the data and/or recommendation which, in accordance with rulings or regulations, is necessary for the acceptance or disposition of such contract, offer, or application.

This committee shall also perform such further duties as may be prescribed for it by rulings or regulations which may be made from time to time by the Secretary.

This committee shall hold such hearings and conduct such investigations as may be necessary to the performance of its duties.

Sec. 23.—The County Agent shall be the custodian of all records of the Association, of the County Committee, and of the Community Committees. All such records shall be kept in the form and manner prescribed by the Director of the Division of Cotton, and they shall be open to examination by any authorized representative of the Secretary. The County Agent shall maintain files of copies of all contracts, offers, and applications and such other records as may be necessary or required. All such records may be inspected by any member of the Association or his authorized agent.

Sec. 24.—Each Community Committee shall assist in obtaining, preparing, checking, and approving contracts, offers, or applications; assist the County Agent in notifying members of meetings; ascertain and report, when requested by the County Committee, the total production of cotton for the community (including the production of those in the community who do not apply for contracts), and obtain any other data which may be necessary or may be deemed desirable for the proper functioning of cotton production adjustment plans.

Sec. 25.—It shall be the duty of every committeeman having knowledge of a violation of any contract by any producer, or of erroneous data or statements contained in a contract, offer, or application, to inform the County Committee. The County Committee shall take cognizance of every such report, investigate and ascertain the facts concerning the case, and report their findings, action, or recommendation in writing, to the County Agent, who in turn shall submit the report to the State Cotton Board.

ARTICLE IX.—MEETINGS

Sec. 26.—Meetings of the members of the Association in any community for the purpose of transacting business may be called by the Chairman of the Community Committee or the County Agent, and meetings for the county-at-large for the purpose of transacting business may be called by the Chairman of the County Committee or the County Agent. Meetings of the County Committee or a Community Committee may be called by the Chairman of the Committee or the County Agent.

ARTICLE X.—THE ASSOCIATION IN COUNTY WITHOUT COUNTY AGENT

Sec. 27.—If the county does not maintain a County Agent, the District Agent of the State Extension Service, in whose district the county is located, may serve in the capacity of a County Agent or may designate another person to discharge the duties herein laid on the County Agent and represent the Secretary.

COUNTY AND COMMUNITY COMMITTEE MEMBERS

The following members have been elected to serve as a County Committee:

-----, Chairman, -----	-----
(Name)	(Address)
-----, Member, -----	-----
(Name)	(Address)
-----, Member, -----	-----
(Name)	(Address)
-----, Alternate, -----	-----
(Name)	(Address)

The following members have been elected to serve as Community Committees:

-----, Chairman, -----	-----
(Name)	(Address)
-----, Member, -----	-----
(Name)	(Address)
-----, Member, -----	-----
(Name)	(Address)
-----, Alternate, -----	-----
(Name)	(Address)
-----, Chairman, -----	-----
(Name)	(Address)
-----, Member, -----	-----
(Name)	(Address)
-----, Member, -----	-----
(Name)	(Address)
-----, Alternate, -----	-----
(Name)	(Address)
-----, Chairman, -----	-----
(Name)	(Address)
-----, Member, -----	-----
(Name)	(Address)
-----, Member, -----	-----
(Name)	(Address)
-----, Alternate, -----	-----
(Name)	(Address)

(Name)	(Address)
(Name)	(Address)
(Name)	(Address)
(Name)	(Address)
(Name)	(Address)
(Name)	(Address)
(Name)	(Address)
(Name)	(Address)

(If more space is necessary to list Community Committee members, use Form No. CAC 3A and attach hereto, identifying it as part of this document)

Submitted for approval:

Date _____, 193 . (Signed) _____
 (Month) (Day) (County Agent or other representative of the Secretary)

APPROVAL BY SECRETARY OF AGRICULTURE

The above Articles of Association are hereby approved, and the above-named Association is hereby declared to have been organized in accordance with the terms of said Articles on the _____ day of _____, 193 .

HENRY A. WALLACE,
Secretary of Agriculture.
 (For and on behalf of the United States.)

By _____

Date _____, 193 .
 (Month) (Day)

FINDING AND WITHDRAWAL OF APPROVAL OF COTTON PRODUCTION CONTROL ASSOCIATIONS ORGANIZED PURSUANT TO FORM No. COTTON 103

The Secretary of Agriculture finds that the respective Cotton Production Control Associations organized pursuant to Form No. Cotton 103 in or for any and all counties in which such Associations have been organized will no longer be necessary to effectuate the declared policy of the Agricultural Adjustment Act and will cease to further the purpose or intent of said Act immediately upon signature on Form No. CAC 3 by the County Agent or other representative of the Secretary, submitting for approval of the Secretary Articles of Association of a Cotton Adjustment Association organized pursuant to Form No. CAC 3 in or for any such county. Wherefore the Secretary withdraws his approval of the existing Cotton Production Control Associations organized pursuant to Form No. Cotton 103, such withdrawal to be effective with respect to each such Association in or for any county immediately upon signature, by such County Agent or representative, on Form No. CAC 3 of Articles of Association of a Cotton Adjustment Association organized pursuant to such Form No. CAC 3 in or for that county, and not before, whereupon pursuant to the provisions of its Articles of Association the Association in or for such county organized pursuant to Form No. Cotton 103 shall forthwith cease to exist.

Dated at Washington, D. C., this 30th day of November 1935.

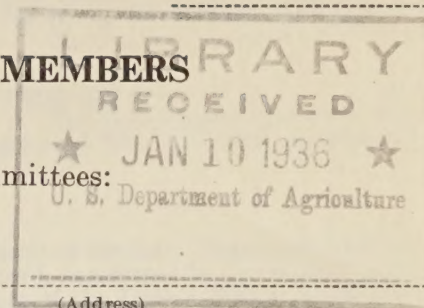
H A Wallace

H. A. WALLACE,
Secretary of Agriculture of the United States.

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COUNTY AND COMMUNITY COMMITTEE MEMBERS (Continuation Sheet)

The following members have been elected to serve as Community Committees:



(Name)

Chairman.

(Address)

(Name)

Member.

(Address)

(Name)

Member.

(Address)

(Name)

Alternate.

(Address)

(Name)

Chairman.

(Address)

(Name)

Member.

(Address)

(Name)

Member.

(Address)

(Name)

Alternate.

(Address)

(Name)

Chairman.

(Address)

(Name)

Member.

(Address)

(Name)

Member.

(Address)

(Name)

Alternate.

(Address)

(Name)

Chairman.

(Address)

(Name)

Member.

(Address)

(Name)

Member.

(Address)

(Name)

Alternate.

(Address)

INSTRUCTIONS

This form to be executed in triplicate. The original to be sent to the State Cotton Board, one copy retained in the county office, and one copy delivered to the contract signer.

COTTON ADJUSTMENT CONTRACT FOR 1936-39

(Pursuant to and in order to effectuate the purposes of the Agricultural Adjustment Act, approved May 12, 1933, as amended)

PART I.—GENERAL PROVISIONS

SECTION 1. Offer of contract signer.—The undersigned operator(s) (and landlord(s), if any) of the farm (hereinafter referred to as "this farm") described in section 13 herein (each of whom, whether operator or landlord, is referred to hereinafter as the "contract signer") hereby offer(s) to enter into a contract with the Secretary of Agriculture of the United States (hereinafter referred to as the "Secretary") upon the terms and conditions set forth in this Cotton Adjustment Contract for 1936-39 (hereinafter referred to as the "contract").

Any and all administrative rulings and regulations heretofore and hereafter prescribed or approved by the Secretary relating to Cotton Adjustment Contracts for 1936-39 (hereinafter referred to as "Cotton Rulings") are and shall be a part of the terms and conditions of this contract and shall be binding upon the contract signer as fully and effectively as if set forth herein in full. The placing of the Secretary's acceptance of this offer in the regular course of mailing shall cause this offer to become a binding contract between the contract signer and the Secretary.

SEC. 2. Period of contract.—This contract shall be effective for the years 1936, 1937, 1938, and 1939 (hereinafter referred to as the "contract years") subject, however, to termination pursuant to section 3c or 10b or 10c or 11 herein or to termination or suspension as follows:

a. The contract signer may terminate this contract effective at the end of any contract year by executing and submitting to the Secretary, through the county committee of the county in which this farm is located, not later than December 1 of such year, a notice of termination on a prescribed form.

b. The Secretary may suspend the operation of this contract with respect to any contract year by proclamation made not later than November 15 of the preceding year. Unless terminated by the contract signer or the Secretary pursuant to section 2a, 2c, 3c, 10b, 10c, or 11 herein or unless further suspended by the Secretary in accordance with this section 2b, this contract shall remain in full force and effect during the remainder of the period of the contract following the year or years with respect to which it may be suspended.

c. The Secretary may terminate this contract effective at the end of any contract year by proclamation made not later than December 15 of such year.

d. If this contract is terminated or suspended pursuant to any of the provisions of this contract the Secretary shall not be obligated to make any payment under this contract for any contract year which succeeds the effective date of such termination or during which the contract is suspended, but, subject to applicable Cotton Rulings, upon proof satisfactory to the Secretary of full performance of all the terms and conditions of this contract with respect to any contract year which precedes the effective date of such termination or suspension, payments shall be made, subject to the provisions of section 11 and applicable Cotton Rulings, for each such preceding contract year.

PART II.—PERFORMANCE BY THE CONTRACT SIGNER

THE CONTRACT SIGNER AGREES:

SEC. 3. Acreage adjustment.—a. To adjust the cotton acreage on this farm in 1936 by planting to cotton on this farm not more than the number of acres stipulated in item e of section 14 herein, which number of acres so stipulated shall (except as provided in Cotton Rulings) be not more than 70 percent nor less than 55 percent of the base cotton acreage for this farm stated in item c of section 14 herein.

b. To adjust the cotton acreage on this farm in each subsequent contract year by planting to cotton on this farm in such year not more than the number of acres which equals that percentage of said base cotton acreage prescribed by the Secretary not later than November 15 of the preceding year.

c. That (except as provided in Cotton Rulings) if in any contract year the acreage planted to cotton on this farm is less than 50 percent of the acreage stipulated in item e of section 14 herein (or in the applicable document supplementary to this contract) as the acreage which may be planted to cotton under this contract in such year this contract shall be terminated and no payment shall be made hereunder with respect to such year or thereafter.

SEC. 4. Number and acreage of share-tenants and share-croppers.—Not to reduce in any contract year, except as provided in Cotton Rulings, (a) the number of share-tenants and/or share-croppers engaged in the production of cotton on this farm below the number so engaged in the immediately preceding year or (b) the percentage of the total acreage planted to cotton on this farm which is planted by share-tenants and/or share-croppers below the percentage of the total acreage planted to cotton on this farm which was planted by share-tenants and/or share-croppers in the immediately preceding year.

SEC. 5. Control of other farms and other crops.—a. That no cotton shall be planted in any contract year on land owned, operated, or controlled by him unless such land is covered by a Cotton Adjustment Contract for 1936-39, except as provided in Cotton Rulings.

b. That the acreage planted on this farm in any contract year to tobacco, peanuts, or rice, respectively, for sale shall not exceed the acreage thereof so planted in 1934 or 1935, whichever is greater, except as may be permitted under a contract with the Secretary.

SEC. 6. Use of adjusted acreage and other land.—To use on this farm in each contract year in which the contract is operative, for soil-improving or erosion-preventing crops, pasture, fallow, forest trees, and such other purposes as the Secretary may prescribe, an acreage not less than the normal acreage devoted to such uses on this farm plus an acreage equal to the total of the adjusted acreage under this and all other contracts with the Secretary with respect to this farm, except that as may be provided in Cotton Rulings the adjusted acreage of this farm under this contract may be used for the production of food crops for consumption on this farm or feed crops for the maintenance or production of livestock or livestock products for use or consumption on this farm.

SEC. 7. Access to farm and records.—To permit the Secretary or any authorized agent of the Secretary (including, as used in this section, County Cotton Adjustment Association Committeemen and Compliance Supervisors), for the purposes of investigating the accuracy of the representations made in and in connection with this contract and the performance by the contract signer of the terms and conditions of this contract, to enter this farm (and any other land owned, operated, or controlled by the contract signer) at any reasonable time in order to measure the acreage or determine the production of any agricultural commodity to which this contract is applicable, and to examine any records (regardless of where located and whether in the hands of the contract signer or of any other person or agency; and the contract signer hereby authorizes any such person or agency to permit such examination) pertaining to this farm or to the acreage, production, or sale by the contract signer of any such commodity, and agrees to furnish such information relating to this farm as may be requested by the Secretary or such authorized agent.

SEC. 8. Transfer of interest in payments.—Not to sell, pledge, transfer, or assign in whole or in part this contract or his right to or claim for any payment under this contract and not to execute any power of attorney to collect any such payment. Any purported sale, pledge, transfer, or assignment of any payment to be made under this contract, any power of attorney executed with respect to any such payment, or, except as is provided in this section, any order to pay such payment to any person other than the person to whom such payment is allocated pursuant to section 9 herein, shall be null and void. However, the operator, in section 15 herein (or in the prescribed supplementary document applicable to the pertinent contract year subsequent to 1936) (and likewise, if this contract is signed by a share tenant operating the entire farm and his landlord, the landlord, in section 16 herein or in the prescribed supplementary document applicable to the pertinent contract year subsequent to 1936), may designate, as joint payee with him of the check or checks representing the payment which, pursuant to section 9 herein, may be made to him as the operator's share (or the landlord's share, as the case may be), a person who has furnished or has undertaken to furnish funds or credit for the purpose of carrying on the current operation of this farm for such year; and any share-tenant or share-cropper entitled to share in cotton produced in any contract year on this farm or in the proceeds thereof may, on a form prescribed by the Secretary (if such form is prescribed for such year) and submitted to the Secretary prior to or at the time of certification of compliance for such year, designate, as joint payee with him of the check or checks representing the payment which, pursuant to section 9 herein, may be made to such tenant or cropper, a person who has furnished to him funds, credit, supplies, or services necessary to enable him to carry on the current operation of the producer unit operated by him during such year.

PART III.—PERFORMANCE BY THE SECRETARY

THE SECRETARY, FOR AND ON BEHALF OF THE UNITED STATES, AGREES:

SEC. 9. Adjustment payments.—As consideration for complete performance by the contract signer of all the terms and conditions of this contract and upon receiving such proof of compliance with the terms and conditions of this contract as the Secretary may require, to make the following payments for the benefit respectively of the contract signer and each of any share-tenants and/or share-croppers entitled to share in any cotton produced on this farm in the contract year with respect to which each such payment is made:

a. **Amount of payment.**—1. The adjustment payment for 1936 shall be made, as soon as practicable after proof of compliance with the terms and conditions of this contract, in one installment of not less than 5 cents per pound on the number of pounds determined by multiplying the "yield of lint cotton per acre" stipulated in item a of section 14 herein by the "acreage to be withheld from planting of cotton in 1936" stipulated in item d of section 14 herein and shall be paid in the manner provided in section 9b herein.

2. The adjustment payment for each contract year subsequent to 1936 for which in accordance with section 3b herein the Secretary prescribes any adjustment in the acreage to be planted to cotton on this farm shall be made at such rate and at such time or times as the Secretary shall determine and announce at a date not later than November 15 of the preceding contract year and, unless on or before such date the Secretary shall announce a different manner of payment, shall be paid in the manner stipulated in section 9b herein.

b. **Manner of payment.**—1. If, in any contract year, the operator is the sole person entitled to the cotton produced on this farm or the proceeds thereof, the check for any payment under this contract with respect to such year shall be drawn payable to the operator unless the operator, in section 15 herein (or in the prescribed supplementary document applicable to the pertinent contract year subsequent to 1936), designates a joint payee of such check, in which case the check shall be drawn payable jointly to the operator and the designated joint payee.

2. If, in any contract year, two or more persons are entitled under a lease or rental or cropping agreement to share in the cotton produced on any producer unit¹ of this farm or the proceeds thereof, payment hereunder with respect to such year shall be made as follows:

The operator shall furnish to the Secretary on a prescribed form, prior to or at the time of certification of compliance, a certificate of the facts necessary to enable the Secretary to allocate to each producer unit its share of the adjustment payment under this contract and to allocate to each person so entitled to share in the cotton produced thereon, or the proceeds thereof, a share of such payment upon the following basis:

37½ percent to the person(s) furnishing the land in the producer unit,
12½ percent to the person(s) furnishing the workstock and equipment for the producer unit,
50 percent to be divided between the interested persons in the proportion that such persons share in either the cotton produced on the producer unit or the proceeds thereof.

If, in any contract year, there are two or more producer units on this farm the adjustment payment hereunder with respect to such year shall be apportioned pursuant to Cotton Rulings to each such unit on the basis of the ratio which the usual production of cotton on such unit (determined by multiplying the number of acres planted to cotton on such unit in such year by the average yield of lint cotton per acre for land of similar productivity to that so planted to cotton on such unit) bears to the usual production of cotton on this farm (determined by totaling such production for all the producer units on which cotton is planted on this farm in such year). Such payment so apportioned shall then be allocated, as provided above in this section 9b, to the persons entitled to share in the cotton produced on each such unit or the proceeds thereof.

Payment of the amounts so allocated shall be made in the following manner:

i. In case the operator is a share-tenant operating the entire farm, the share of the landlord shall be paid by check drawn payable to the landlord unless the landlord, in section 16 herein (or in the prescribed supplementary document applicable to the pertinent contract year subsequent to 1936), designates a joint payee of such check in which case such check shall be drawn payable jointly to the landlord and the designated joint payee.

ii. The share of the operator shall be paid by check drawn payable to the operator unless the operator, in section 15 herein (or in the prescribed supplementary document applicable to the pertinent contract year subsequent to 1936), designates a joint payee of such check in which case such check shall be drawn payable jointly to the operator and the designated joint payee.

iii. The share of any share-tenant or share-cropper shall be paid by check drawn payable to such tenant or cropper unless, prior to or at the time of certification of compliance herewith, the tenant or cropper, on a form prescribed by the Secretary (if such form is prescribed for such year), designates a joint payee of such check pursuant to section 8 herein in which case such check shall be drawn payable jointly to the tenant or cropper and the designated joint payee.

If the operator, landlord, or any share-tenant or share-cropper, becomes entitled either individually or with the same designated joint payee to receive payments hereunder with respect to more than one producer unit, the total amount such person is entitled to receive may be paid by one check at the option of the Secretary.

SEC. 10. Persons to whom payments will be made.—All payments under this contract shall be made only to the persons entitled under section 9 herein to receive payments, except as provided in this section 10.

a. **Death, disappearance, or incompetency.**—In case any contract signer (1) dies, or (2) disappears and fails to make claim for his share of any payment to be made under this contract within three months after such payment has been administratively approved, or (3) is declared incompetent by a court of competent jurisdiction, payments which at the time of any such contingency such contract signer individually or jointly with the joint payee designated by him pursuant to section 8 hereof would have been entitled to receive by reason of performance by the contract signer of all the terms and conditions of this contract prerequisite to such payments shall, upon proof of such performance, be made to the beneficiary named by such contract signer

¹ The term "producer unit" means any tract of land (whether a whole farm or a subdivision thereof) on which cotton is planted and which is operated by (1) landowner, cash tenant, or standing-rent (or fixed-rent) tenant, with his own labor or with hired labor other than share-croppers, or (2) a share-tenant without the aid of any share-cropper, or (3) a share-cropper.

Enter State below

Enter County² below

Stamp State and County Code and Contract
Serial Numbers below

PART V.—TENURE OF CONTRACT SIGNER AND DESCRIPTION OF FARM

SEC. 13. The operator whose name and address appear in section 15 of this contract represents that as the³

he will in 1936 be engaged in operating and in producing cotton upon the
(Conform to footnote 3)

farm covered by this contract consisting of _____ acres (a) situated _____ from _____
(Miles and direction) (Town)
on _____ road in _____ township, ward, beat, or district of
_____ County², State of _____
OR _____

(b) described as the _____ of section _____, township _____, range _____
situated _____ from _____ in _____
(Miles and direction) (Town)
County², State of _____

PART VI.—BASIS FOR DETERMINING ADJUSTMENT IN ACREAGE AND FOR MAKING PAYMENTS IN 1936

SEC. 14. Contract basic data and adjustment for 1936.—The contract signer(s) represent(s) and agree(s) that for this farm under the Cotton Rulings applicable to this farm, the basic data for the entire term of this contract and the adjustment in cotton acreage which he (they) will make on this farm in 1936 are:

a. Yield of lint cotton per acre _____	pounds.	c. Base cotton acreage _____	acres.
b. Base cotton production (item c times item a) _____	pounds.	d. Acreage to be withheld from planting of cotton in 1936 ⁴ _____	acres.
		e. Acreage which may be planted to cotton in 1936 (item c minus item d) _____	acres.

PART VII.—SIGNATURES AND DESIGNATION OF BENEFICIARY (AND JOINT PAYEE, IF ANY)

Each contract signer designates below his beneficiary to receive pursuant to and subject to section 10a of this contract his respective share of the adjustment payment payable for 1936 if any of the contingencies listed therein occur.

In witness of all the representations and agreements contained in this contract each contract signer has executed this contract on the date indicated opposite his signature.

SEC. 15. Operator's name, address, beneficiary, signature, and designation of joint payee, if any.

a. ⁵ _____	(Name of beneficiary)	(Rural route, box no., and post office)	(State)
b. ⁵ _____	(Name of operator—same as signature below)	(Rural route, box no., and post office)	(State)
c. _____	(Signature of witness)	(Date), 1936.	(Signature of operator) [SEAL]

The undersigned operator's share of the adjustment payment for 1936 payable under this contract shall pursuant to sections 8 and 9 herein be paid by check drawn payable jointly to the undersigned operator and to:

d. ⁵ _____	(Name of joint payee)	(Rural route, box no., and post office)	(State)
e. _____	(Signature of witness)	(Date), 1936.	(Signature of operator—same as above) [SEAL]

SEC. 16. Landlord's name, address, beneficiary, signature, and designation of joint payee, if any.
(Filled in only if farm is operated in entirety by a share-tenant)

a. ⁵ _____	(Name of beneficiary)	(Rural route, box no., and post office)	(State)
b. ⁵ _____	(Name of landlord—same as signature below)	(Rural route, box no., and post office)	(State)
c. _____	(Signature of witness)	(Date), 1936.	(Signature of landlord) [SEAL]

The undersigned landlord's share of the adjustment payment for 1936 payable under this contract shall pursuant to sections 8 and 9 herein be paid by check drawn payable jointly to the undersigned landlord and to:

d. ⁵ _____	(Name of joint payee)	(Rural route, box no., and post office)	(State)
e. _____	(Signature of witness)	(Date), 1936.	(Signature of landlord—same as above) [SEAL]

ANY INTENTIONAL MISREPRESENTATION OF FACT MADE IN OR IN CONNECTION WITH THIS CONTRACT FOR THE PURPOSE OF DEFAUDING THE UNITED STATES WILL BE SUBJECT TO THE CRIMINAL PROVISIONS OF THE UNITED STATES CODE

PART VIII.—CERTIFICATION BY COMMUNITY COMMITTEEMAN AND COUNTY COMMITTEE AND APPROVAL BY COUNTY AGENT

I HEREBY CERTIFY that I am personally familiar with the farm covered by this contract offer and that the figures therein have been determined in accordance with the Cotton Rulings and that the representations made therein are correct to the best of my knowledge and belief.

_____, 1936.
(Date)

(Signature of Community Committeeman)

WE HEREBY CERTIFY that the figures in the foregoing contract offer have been determined in accordance with the Cotton Rulings and that to the best of our information and belief the representations made therein and in connection therewith are correct and we recommend that the Secretary enter into a Cotton Adjustment Contract for 1936-39 with the contract signer(s) on the basis of the facts set forth therein.

Signatures of County Committeemen

_____, 1936.
(Date)

Approved:

(County Agent)

² For the State of Louisiana the word "county" shall be read "parish."

³ Insert owner or cash tenant or standing-rent tenant or fixed-rent tenant or share-tenant operating entire farm, whichever is applicable.

⁴ Shall not be less than 30 percent nor more than 45 percent of the base cotton acreage, item c in this section, except as provided in Cotton Rulings.

⁵ Names and addresses should be typed or printed.

U. S. GOVERNMENT PRINTING OFFICE 8-9462

Adjustment Program for 1936-39.

SEC. 12. Supplementary documents.—The contract signer shall seasonably execute and file for each contract year such documents supplementary to this contract as are prescribed by the Secretary as necessary in the administration of the Cotton

may have occurred in connection with this contract.

specified by the Secretary pursuant to this contract shall constitute noncompliance in addition to any other noncompliance that to cotton on this farm for such contract year. Any disposition of any such excess cotton in any manner other than as may be planted or produced on this farm in any contract year in excess of that which under this contract may be planted or produced shall have the right to require the contract signer to make disposition, in such manner as the Secretary shall direct, of any cotton and may suspend all further payments under this contract until every such deduction or refund is made. (3) The Secretary shall deduct such amount from any payments subsequently becoming due under this contract as may be necessary to make good any noncompliance occurring in any contract year or years, or so may deduct such amount from any other person for the year in which the noncompliance occurred and hereunder to or for the benefit of such contract signer or any other person for the year in which the noncompliance occurred and may require such contract signer to refund to him an amount equal to all or any portion of the payments made terminating this contract, the Secretary may elect to make no adjustment payment for the year in which the noncompliance occurred and may require such contract signer to refund to him an amount equal to all or any portion of the payments made terminating this contract, the Secretary may elect to make no adjustment payment for the year in which the noncompliance occurred. Such termination shall not, however, affect the obligation of such contract signer under subsection a of this section. (2) Without termination no adjustment payment shall be made under this contract for the contract year in which such noncompliance occurred. (1) The Secretary shall be entitled to terminate this contract and in case of such termination of this contract as provided hereunder.

b. Secretary's rights and remedies.—(1) The Secretary shall be entitled to terminate this contract and in case of such termination of this contract as provided hereunder.

planter occurred. This obligation of the contract signer shall exist and continue until fully discharged irrespective of the thereof under this contract, except such payments made for any contract year or years prior to the year in which such noncompliance occurred.

made under this contract, except such payments made for any contract year or years prior to the year in which such noncompliance occurred.

contract signer shall repay to the Secretary an amount equal to all or such portions as the Secretary may require of the payments made under this contract either to the Secretary or to any other person for the year in which the noncompliance occurred.

a. Contract signer's obligation to repay.—Upon demand in writing by the Secretary or his authorized agent, such contract signer shall have the following obligations and the Secretary shall have any one or more of the following remedies:

contract signer shall have the following obligations and the Secretary shall have any one or more of the following remedies:

any contract signer has failed or is unable to perform fully in or in connection with this contract, or that a material mistake in any of the statements made by any contract signer in or in connection with this contract, or that or a material mistake in any of the statements made by any contract signer in or in connection with this contract, or that

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